

FORM PTO-1594  
(Rev. 6-93)

OMB No. 0551-0011 (exp. 4/94)

RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Atty Docket No. G2370.294732

To the Assistant Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

**UPS Capital Corporation**

- ☐ Individuals(s)      ☐ Association  
☐ General Partnership      ☐ Limited Partnership  
☒ Corporation-State - Delaware  
☐ Other \_\_\_\_\_

Additional names(s) of conveying party(ies) attached ☐ Yes ☒ No

## 3. Nature of conveyance:

- ☐ Assignment      ☐ Merger  
☐ Security Agreement      ☐ Change of Name  
☒ Other **Release of Security Interest**

Execution Date: May 6, 2004

## 2. Name and address of receiving party(ies)

Name: **Scovill Fasteners, Inc.**Internal Address: **P.O. Box 44**Street Address: **1802 Scovill Drive**City: **Clarksville** State: **GA** Zip: **30523**

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☒ Corporation-State **Delaware**  
☐ Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No N/AAdditional names(s) & address(es) attached? ☐ Yes ☒ No

## 4. Application numbers(s) or patent numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)  
**SEE ATTACHED CHART**Additional numbers attached? ☒ Yes ☐ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **William H. Brewster**Internal Address: **Kilpatrick Stockton LLP**Street Address: **1100 Peachtree St., Suite 2800**City: **Atlanta** State: **GA** Zip: **30309**6. Total number of applications and registrations involved **29**7. Total fee (37 CFR 3.41).....\$ **740.00**☐ Enclosed☒ Authorized to be charged to deposit account

The Commissioner is authorized to charge any deficiency in the required fee or credit any over payment to Deposit Account No. 11-0860.

## 8. Deposit account number:

**11-0860****DO NOT USE THIS SPACE**

## 9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

**Valetta A. Northcutt**

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: **10**

CH \$740.00 110860 1240463

Schedule BU.S. Trademark Registrations

	Mark	Registration Number	Registration Date
1	COLOR-SNAP	1,240,463	05/31/83
2	DOT	127,721	12/02/19
3	DOT	276,809	10/28/30
4	DOT	434,811	12/09/47
5	DOT	507,337	03/08/49
6	DOT	515,518	09/27/49
7	DOT on a Circle	699,061	06/07/60
8	DOT on a Circle	701,200	07/19/60
9	DOT SNAPPERS	516,339	10/18/49
10	FASHION FASTENERS	1,466,428	11/24/87
11	GINGER SNAPS	1,025,305	11/18/75
12	GRIPPER	347,023	06/15/37
13	GRIPPER	379,520	07/16/40
14	GRIPPER	526,570	06/20/50
15	LIFT THE DOT	729,340	04/03/62
16	MIGHTY SNAPS	1,050,745	10/19/76
17	SCOVILL	865,194	02/25/69
18	SPEEDY RIVETS	594,756	09/07/54
19	SPORTSNAPS	1,145,502	01/06/81
20	TAG LOCK	1,426,606	01/27/87
21	WHIPPER SNAP	1,561,119	10/17/89
22	COMMON SENSE	1,773,067	05/25/93
23	SCOVILL	1,779,022	06/29/93
24	RAM	1,518,088	12/27/88

25	NYGUARD	869,603	5/20/69
26	NYLAIRE	739,634	10/23/62
27	POWR SNAPPER	2,069,379	06/10/97
28	PULL THE DOT	729,341	04/03/62
29	SEGMA	2,654,354	11/26/02

**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN PATENT AND TRADEMARK RIGHTS**

**TERMINATION AND RELEASE** dated as of May 6, 2004, from **UPS CAPITAL CORPORATION**, with principal offices at 35 Glenlake Parkway, Suite 500, Atlanta, GA 30328, as Collateral Agent (the "Collateral Agent") for certain lenders (the "Lenders"), to **SCOVILL FASTENERS INC.**, a Delaware corporation, with its principal offices at 1802 Scovill Drive, P.O. Box 44, Clarkesville, GA 30523 (the "Assignor").

**WITNESSETH:**

WHEREAS, pursuant to the Security Agreement, dated as of April 30, 2002, made by the Assignor and the other parties signatory thereto in favor of the Collateral Agent (the "Security Agreement"), a security interest (the "Security Interest") was granted by the Assignor to the Collateral Agent in certain collateral, including the Patent Collateral and Trademark Collateral (as hereinafter defined);

WHEREAS, the Security Agreement granting an interest in the Patent Collateral was recorded in the Assignment Division of the United States Patent and Trademark Office on May 15, 2002, at Reel 012698/Frame 0310;

WHEREAS, the Security Agreement granting an interest in the Trademark Collateral was recorded in the Assignment Division of the United States Patent and Trademark Office on May 15, 2002, at Reel 2468/Frame 0468; and

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its Security Interest in the Patent Collateral and Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Collateral Agent hereby states as follows:

1. **Definitions:**

- a. "Patent Collateral," as used herein, shall mean, as of the date hereof, all of the Collateral Agent's right, title and interest of every kind and nature in (i) the United States patents, patent registrations and patent applications ("Patents") as set forth on Schedule A hereto, (ii) all Proceeds (as such term is defined in the Security Agreement) and products of such Patents, (iii) the goodwill of the business symbolized by the Patents and (iv) any and all causes of action arising prior to or after the date hereof for infringement of any of the Patents or unfair competition regarding the same.
- b. "Trademark Collateral," as used herein, shall mean, as of the date hereof, all of the Collateral Agent's right, title and interest of every kind and nature in (i)

the United States trademarks, trademark registrations and trademark applications ("Marks") as set forth on Schedule B hereto, (ii) all Proceeds (as such term is defined in the Security Agreement) and products of such Marks, (iii) the goodwill of the business symbolized by the Marks and (iv) any and all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

2. Release of Security Interest: The Collateral Agent hereby terminates, releases, discharges, quitclaims and relinquishes its Security Interest in the Patent Collateral and Trademark Collateral, and any right, title or interest of the Collateral Agent in such Patent Collateral and Trademark Collateral shall hereby cease and become void.

3. Further Assurances: The Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

UPS CAPITAL CORPORATION, as Collateral Agent

By: 


Name: John P. Holloway

Title: Portfolio Manager

STATE OF Georgia )  
COUNTY OF Fulton )

ss.:

On this 6 day of May, 2004, before me personally appeared John P. Holloway to me known who, being by me duly sworn, did depose and say that he/she is Portfolio Manager of UPS CAPITAL CORPORATION, described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by UPS CAPITAL CORPORATION.

  
Notary Public

(Affix Seal Below)

FRANLANDERS-NOTARY PUBLIC  
COBB COUNTY, GA  
MY COMMISSION EXPIRES 9-30-07

Schedule AU.S. Patent Registrations

Name	Patent Number	Date Issued
Snap Fastener element	D301 567	06/13/89
Setting machine having moveable upper receiver	5234147	08/10/93
Fastener setting apparatus having reinforcing tape feeder	5329683	07/19/94
Apparatus for severing off pieces from an endless web	5349890	09/27/94
Hand-held snap fastener closer	5636427	06/10/97
Clip for an identification bracelet	5577395	11/26/96
Attaching machine for attaching fasteners	5463807	11/7/95
Safety disconnect for the pedal operator rod of an attaching machine	5261515	11/16/93
Feed assembly	5100019	3/31/92
Zipper tape	5069952	12/3/91
Fastener setting machine having double-acting drive means	4978048	12/18/90
Apparatus for installing sliders on a gapped slide fastener chain	4882824	11/28/89
Snap fastener for molding on to fabric an apparatus for making it	4805273	2/21/89
Tiltable button having anti-rotation means	4793029	12/27/88
One-way snap fastener	4796339	1/10/90



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